

This is the exhibit marked “**LTK-1**” referred to in the affidavit of **LOW TUCK KWONG** sworn and subscribed before me by Mr. Low Tuck Kwong who was previously known to me or presented to me adequate identification on 6<sup>th</sup> August, 2015

Before me

DATED 26 July, 2015

**(1) LOW TUCK KWONG**  
(as Assignor)

- and -

**(2) GRANITO LIMITED**  
(as Assignee)

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**DEED OF ASSIGNMENT**

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**THIS DEED** is dated 26 July, 2015 and is made

**BETWEEN:**

- (1) **LOW TUCK KWONG** (the holder of Singapore NRIC No. S0091147Z) of 133 New Bridge Road, #18-09/30 Chinatown Point, Singapore, 059413 (the "**Assignor**"); and
- (2) **GRANITO LIMITED**, a company incorporated in Samoa, the registered office of which is at Offshore Chambers, P.O. Box 217, Apia, Samoa (the "**Assignee**").

**WHEREAS:**

- (A) On 31 March, 2015, the High Court of the Republic of Singapore issued a judgment in Suit No. 703 of 2008 (a copy of which is attached as the Exhibit to this Deed) (the "**Judgment**") in which it was adjudged that the defendant in those proceedings, Sukanto Sia (holder of Singapore NRIC No. S2599073J) (the "**Debtor**"), was liable to pay to the Assignor the sums of damages, interest and costs set out in the Judgment (together the "**Judgment Debt**").
- (B) The Assignor has agreed with the Assignee that he will assign the Judgment Debt to the Assignee upon and subject to the terms and conditions contained hereinafter.

**NOW IT IS AGREED as follows:**

1. **ASSIGNMENT**

The Assignor hereby unconditionally assigns solely to the Assignee all right, title and interest, and the full benefit and advantage, of the Assignor in and to the Judgment Debt to hold the same unto the Assignee absolutely.

2. **UNDERTAKINGS**

The Assignor hereby undertakes with the Assignee that:

- (i) on receipt of a written request from the Assignee at any time after the execution hereof, he shall promptly serve on the Debtor a Notice of Assignment of the Judgment Debt substantially in the form of the notice set out in the Schedule and that he shall simultaneously serve a copy of the same on the Assignee;
- (ii) at the request of the Assignee, the Assignor shall co-operate with the Assignee and give such assistance as the Assignee may reasonably require from time to time to procure the collection and enforcement of the Judgment Debt; and
- (iii) if the Judgment Debt or any part of it is paid to the Assignor after the date of this Deed, the Assignor shall immediately remit the money received to the Assignee without any discount, deduction, set-off (whether legal or equitable)

or counterclaim whatever.

3. **FURTHER ASSURANCE**

The Assignor will sign or execute such further documents and to do all such further deeds, acts or things as the Assignee shall reasonably require to vest the full benefit of the Judgment Debt in the Assignee and to enable the Assignee to obtain the full benefit of it.

4. **COUNTERPARTS**

This Deed may be signed in counterparts and by the parties on different counterparts, but shall not be effective until both parties have executed and delivered one counterpart. Each counterpart shall constitute an original of this Deed but both counterparts shall together constitute one and the same Deed.

5. **GOVERNING LAW AND JURISDICTION**

This Deed is governed by and shall be construed in accordance with the laws of Hong Kong and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in respect of this Deed.

**IN WITNESS** whereof the parties have each executed and delivered this Deed on the day and year first above written.

**SCHEDULE**

**NOTICE OF ASSIGNMENT OF JUDGMENT DEBT**

To: Sukamto Sia  
[address]

[•], 2015

Dear Sir,

**Re: Notice of Assignment of Judgment Debt**

I refer to the judgment for assessment of damages issued by the High Court of the Republic of Singapore on 31 March, 2015 in Suit No. 703 of 2008, a copy of which is attached (the "**Judgment**"), in which it was adjudged that you as the defendant in those proceedings, are liable to pay to me as the plaintiff, the sums of damages, interest and costs set out in the Judgment (together the "**Judgment Debt**").

I hereby give you notice that by an assignment dated [•], 2015, I assigned the Judgment Debt to Granito Limited of Offshore Chambers, P.O. Box 217, Apia, Samoa (the "**Assignee**"). All sums payable in respect of the Judgment Debt should now be paid to or held to the order of the Assignee.

Please amend your records with immediate effect to show the Assignee as creditor under the Judgment Debt instead of me and acknowledge receipt of my instruction by signing and returning to me the duplicate copy of this letter.

Yours faithfully,

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LOW TUCK KWONG

Receipt acknowledged:

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Sukamto Sia

cc. GRANITO LIMITED

**EXECUTION PAGE**

**THE ASSIGNOR**

**SIGNED, SEALED AND DELIVERED )**  
**AS A DEED )**  
**by LOW TUCK KWONG )**  
In the presence of: \_\_\_\_\_)


Witness Signature:  \_\_\_\_\_

Name: CHOO HSIUN YANG

Address: BLK 45, #01-01, JURONG EAST AVE ONE  
S609779

Occupation: \_\_\_\_\_

**THE ASSIGNEE**

**THE COMMON SEAL of )**  
**GRANITO LIMITED )**  
was hereunto affixed )  
in the presence of: \_\_\_\_\_)


Name: \_\_\_\_\_

Title: **For and on behalf of**  
**GRANITO LIMITED**

.....  
Authorised Signature(s)

Witness Signature:  \_\_\_\_\_

Name: CHOO HSIUN YANG

Address: BLK 45, #01-01, JURONG EAST AVE ONE  
S609779

Occupation: \_\_\_\_\_

**EXHIBIT**

**COPY OF JUDGMENT FOR ASSESSMENT FOR DAMAGES  
(SUIT NO. 703 OF 2008)**

**IN THE HIGH COURT OF THE REPUBLIC OF SINGAPORE**

Case No.: S 703/2008

Doc No.: HC/JUD 238/2015

Filed: 10-April-2015 02:21 PM

Between



LOW TUCK KWONG  
(NRIC No. S0091147Z)

...Plaintiff(s)

And

SUKAMTO SIA  
(NRIC No. S2599073J)

...Defendant(s)

**JUDGMENT FOR ASSESSMENT OF DAMAGES**

Before: Justice Belinda Ang Saw Ean in Open Court  
Date of Judgment: 31-March-2015

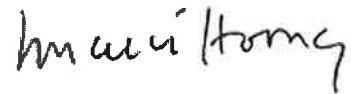
This action having been called on for assessment of damages before the Honourable Justice Belinda Ang Saw Ean on 31 March 2015, in the presence of Counsel for the Plaintiff and the Defendant in person, HAVING RECEIVED INTO EVIDENCE the Affidavit of Evidence-in-Chief of Low Tuck Kwong dated 23 January 2015, the Supplementary Affidavit of Evidence-in-Chief of Low Tuck Kwong dated 17 February 2015, the 2<sup>nd</sup> Supplementary Affidavit of Evidence-in-Chief of Low Tuck Kwong dated 23 March 2015, the Affidavit of Evidence-in-Chief of Chin Wai Fong dated 23 January 2015, the Affidavit of Evidence-in-Chief of Kelana Izrak Bin Kamid dated 23 January 2015, the Affidavit of Evidence-in-Chief of Andrew Grimmett dated 10 February 2015 and the Affidavit of Evidence-in-Chief of Dini Shanti Purwono dated 10 February 2015, AND UPON HEARING Counsel for the Plaintiff and the Defendant in person, IT IS ADJUDGED THAT the Defendant is to pay the Plaintiff the following:

1. S\$200,000 for general damages and S\$80,000 for aggravated damages for the Plaintiff's claim for damages for defamation;
2. S\$132,038,511 as damages for loss of the Plaintiff's opportunity for the Plaintiff's claim for damages for



malicious falsehood;

3. Interest at the rate of 5.33% per annum for the sum of S\$132,038,511 awarded as damages for malicious falsehood, such interest is to run from 9 November 2013 until the date of payment; and
4. Costs of the assessment of damages.



THIS DOCUMENT CONTAINS INFORMATION THAT IS UNCLASSIFIED AND NOT FOR PUBLICATION

VINCENT HOONG  
REGISTRAR  
SUPREME COURT  
SINGAPORE